

INFORMED CONSENT FOR TELEHEALTH

This Informed Consent for Telehealth contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully, and let us know if you have any questions. When you sign this document, it will represent an agreement between you and your therapist.

Benefits and Risks of Telehealth

Telehealth refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telehealth is that the client and therapist can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or therapist moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telehealth, however, requires technical competence by both client and therapist. Although there are benefits of telehealth, there are some differences between in-person psychotherapy and telehealth, as well as some risks. For example:

- Risks to confidentiality. Because telehealth sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. Your therapist will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of your session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology. There are many ways that technology issues might impact telehealth. For example, technology may stop working during a session, and, though very unlikely, it is possible for other people to gain access to your private conversation.
- Crisis management and intervention. Usually, a therapist will not engage in telehealth with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telehealth, you and your therapist are encouraged to develop an emergency response plan to address potential crisis situations that might arise during the course of your telehealth treatment.
- Efficacy. Most research shows that telehealth is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room; for example, a therapist's ability to fully perceive non-verbal information when working remotely. In contrast, some therapists believe that telehealth offers a potential benefit in that some clients feel more comfortable in their own environment, enabling them to share their thoughts and feelings more easily.

Electronic Communications

You and your therapist will decide together which kind of telehealth service to use. You may have to have certain computer or cell phone systems to use telehealth services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telehealth.

Confidentiality

Your therapist has a legal and ethical responsibility to use best effort to protect all communications that are a part of your telehealth. However, the nature of electronic communications technologies is such that we cannot guarantee that communications will be kept confidential or that other people may not gain access to our communications.

If desired, you can ask your therapist to use an encrypted communication application (e.g., Zoom, WhatsApp, FaceTime, OfficeAlly) to help keep your information private. However, even using encrypted communication, there is a risk that electronic communications can be compromised. You, too, should take steps to ensure the security of your communications; for example, using only secure networks (e.g., your home network that requires a password to connect to it), and devices that require a password to login before accessing the communication application.

The extent of confidentiality and the exceptions to confidentiality outlined in our BAHF Treatment Agreement and HIPAA Acknowledgement still apply in telehealth. Please let us know if you have any questions about exceptions to confidentiality.

Appropriateness of Telehealth

If your therapist feels it is necessary, he/she might ask to schedule an in-person session with you to “check-in”. You can decline if desired according to your personal protection protocol against Covid-19.

Your therapist will let you know if he/she believes that telehealth is no longer an appropriate form of treatment for you. In that case, your therapist will discuss with you options to receive ongoing care including referral to another provider or agency in your location.

Emergencies and Technology

Assessing and evaluating threats and other emergencies can be difficult when conducting telehealth. To address these difficulties, you and your therapist will create an emergency plan before engaging in telehealth services.

At the beginning of each telehealth session, your therapist will ask you for your location (e.g., home, work office, in your car at work). This will be done so if there is an emergency, your therapist will know where you are.

Emergency Contact Person. At the end of this form, you are asked to list the name, phone number, and address of an emergency contact person who is near your location and whom your therapist can contact in the event of an emergency to assist in addressing the situation. **Your signature on this form grants permission to your therapist and all other Bay Area Health Psychology providers and administrative staff to contact your Emergency Contact Person as needed during a crisis or emergency.**

If you are having an emergency and your session is interrupted for any reason, such as the technical connection fails, do not try to reconnect to your therapist. Instead, call 911 or go to your nearest emergency room. Call your therapist only *after* you have obtained emergency services.

If you are not having an emergency and the session is interrupted, disconnect and then try to reconnect, or wait while your therapist attempts to reconnect to you. If you do not receive a call back within two (2) minutes, then call your therapist on his/her business phone number, or call our BAHF Administrator at (650) 999-0220.

If there is a technical failure and you and your therapist are unable to resume the connection, your therapist will bill you or your insurance only the prorated time of the session during which you were connected.

Fees

The same fee rates apply for telehealth as for in-person psychotherapy. Currently, all our contracted insurance companies (Medicare, Cigna/Evernorth, MHN/HealthNet, and Caelon/Beacon) and most non-contracted companies (e.g., Aetna, Anthem, Blue Shield, HealthNet, Humana, UnitedHealthcare) have agreed to pay all or a portion of fees for telehealth sessions. If this situation changes and they stop paying for telehealth, or if your insurance does not cover telehealth, you will be responsible for the entire fee of the session. You are welcome to call our Administrator (650-999-0220) to ask if your insurance will pay for your telehealth sessions.

Note that if your insurance plan covers telehealth but does not include coverage for services provided by our therapists as out-of-network providers – for example, Managed Medicare plans where you assigned your Medicare benefits to UnitedHealthcare, Humana, or Kaiser – you will be responsible for the entire fee for the session whether or not you are aware that you have a Managed Medicare plan.

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Checking this box indicates that you read and understand the section on Fees.

Records

Written session notes will be created for your telehealth sessions the same as for in-person sessions, and will be stored in our secure encrypted repository according to HIPAA guidelines.

Your telehealth sessions will not be audio or video recorded for the purpose of creating and retaining an audio or video recording of the session unless agreed to in writing by mutual consent. Should you and your therapist agree to record a session to create a recording that will be maintained, the recording will be stored in our secure encrypted repository with your written session notes.

Informed Consent

This agreement is intended as a supplement to our Treatment Authorization and Agreement and HIPAA Acknowledgement and does not alter any of the terms of those agreements.

See next page for acknowledgement and signature.

INFORMED CONSENT FOR TELEHEALTH

I hereby acknowledge that I have received a copy of the Informed Consent for Telehealth and had the opportunity to ask questions. I understand that if I have further questions, I can contact Bay Area Health Psychology or my therapist via telephone (650-999-0220) or email (Info4BAHP@Gmail.com).

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

Emergency Contact Address: _____

Print Client Name: _____

Signature of Client: _____ Date: _____

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Checking this box indicates that typing my name above is the same as signing the form.

Signature of Responsible Party: _____ Date: _____

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Checking this box indicates that typing my name above is the same as signing the form.

Print Name of Responsible Party: _____

Relationship to Client: _____